

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 08-Sep-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		CODE N00039		7. ADMINISTERED BY (If other than item 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		CODE S2206A SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HYDROID, INC. 6 BENJAMIN NYE CIR POCASSET MA 02559-4900				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00039-10-C-0085			
				X 10B. DATED (SEE ITEM 13) 07-Sep-2010			
CODE 4Z5A9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) By Mutual Agreement of the Parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: brew erl141154 The purpose of this modification is to document the negotiated unit price of (b)(4) for delivery of a fire suppression system upgrade as defined under BCR 22 Forward Fit. This action exercises and fully funds FFP Option CLIN 4026. The price for BCR 22 Retrofit for EDM and FRP units has yet to be negotiated. The BCR Table in Section B has been updated accordingly. This modification also updates Section I Clause FAR 52.244-2 Subcontracts to add Certified Technical Experts, Inc. (CTE) among the list of Government approved subcontractors that may perform work under this contract. All other contract terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) HEIDI RADA FORD / CONTRACTING OFFICER TEL: 619-524-7386 EMAIL: heidi.radaford@navy.mil			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 09-Sep-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 4026

The CLIN extended description has changed from Retrofit & Future builds of the Maintenance Van to include new fire safety devices procured in FY14. NTE constraint is based on Pricing Table B-10. to Forward Fit builds of the Maintenance Van to include new fire safety devices procured in FY14. NTE constraint is based on Pricing Table B-10..

The pricing detail quantity has increased by 1.00 from 0.00 to 1.00.

The unit price amount has increased by (b)(4) from \$0.00 to (b)(4)

The option status has changed from Option to Option Exercised.

The cost constraint has changed from TBN to NTE.

The total cost of this line item has increased by (b)(4) from \$0.00 to (b)(4) .

The following have been modified:

BCR PRICING TABLES

<u>BCR14 (Novatel GPS Receiver) Pricing Table B-1</u>						
		<u>Qty 1</u>	<u>Qty 2</u>	<u>Qty 3</u>	<u>Qty 4</u>	<u>Qty 5</u>
FY13	CLIN 3017	(b)(4)				
FY14	CLIN 4017	(b)(4)				
FY15	CLIN 5017	(b)(4)				

<u>BCR15 (Material Costs to update Mission Van Cabinets) Pricing Table B-2</u>						
		<u>Qty 1</u>	<u>Qty 2</u>	<u>Qty 3</u>	<u>Qty 4</u>	<u>Qty 5</u>
FY13	CLIN 3018	(b)(4)				
FY14	CLIN 4018	(b)(4)				
FY15	CLIN 5018	(b)(4)				

<u>BCR16 (Recurring Engineering for Backfit) Pricing Table B-3</u>						
		<u>Qty 1</u>	<u>Qty 2</u>	<u>Qty 3</u>	<u>Qty 4</u>	<u>Qty 5</u>
FY13	CLIN 3019	(b)(4)				
FY14	CLIN 4019	(b)(4)				
FY15	CLIN 5019	(b)(4)				

<u>BCR17 (Mission Van Upgrade) Pricing Table B-4</u>						
		<u>Qty 1</u>	<u>Qty 2</u>	<u>Qty 3</u>	<u>Qty 4</u>	<u>Qty 5</u>
FY13	CLIN 3020	(b)(4)				
FY14	CLIN 4020	(b)(4)				

FY15	CLIN 5020	(b)(4)				
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BCR17 (Installation NAS) Pricing Table B-5						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3021	(b)(4)				
FY14	CLIN 4021	(b)(4)				
FY15	CLIN 5021	(b)(4)				

BCR17 (Retrofit EDM) Pricing Table B-6						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3022	(b)(4)				
FY14	CLIN 4022	(b)(4)				
FY15	CLIN 5022	(b)(4)				

BCR18 (VIP Software Upgrade Retrofit) Pricing Table B-7						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3023	(b)(4)				
FY14	CLIN 4023	(b)(4)				
FY15	CLIN 5023	(b)(4)				

BCR19 (Command & Control Software) Pricing Table B-8						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3024	(b)(4)				
FY14	CLIN 4024	(b)(4)				
FY15	CLIN 5024	(b)(4)				

BCR20 (Misc. Systems Items Change Upgrade) Pricing Table B-9						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3025	(b)(4)				
FY14	CLIN 4025	(b)(4)				
FY15	CLIN 5025	(b)(4)				

BCR22 (Maintenance Van Fire Safety Devices) Pricing Table B-10						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3026	TBN	TBN	TBN	TBN	TBN
FY14	CLIN 4026	(b)(4)				
FY15	CLIN 5026	TBN	TBN	TBN	TBN	TBN

BCR23 (Underwater Transponder Positioning Upgrade and License) Pricing Table B-11						
		Qty 1	Qty 2	Qty 3	Qty 4	Qty 5
FY13	CLIN 3027	(b)(4)				
FY14	CLIN 4027	(b)(4)				
FY15	CLIN 5027	(b)(4)				

Notes

The pricing tables above as referenced at the CLIN Option level shall be used to determine pricing for LBS-AUV enhancements (FFP effort) as defined under BCR 14 through BCR 23. The tables shall permit the Government to procure a quantity ranging from 1 to 5 LBS-AUV enhancements at the negotiated prices as listed in the tables above. Note that the prices listed in the tables above do not represent an agreement between the Government and Hydroid for the Government to procure all or any portion of the LBS-AUV enhancements priced in the tables above. The pricing shall be used only if the Government chooses to procure LBS-AUV enhancements as defined under BCR 14 through BCR 23 by exercising option year CLIN(s).

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 4026:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2014 TO 01-JAN-2015	N/A	SPAWAR SYSTEM CENTER PACIFIC (b)(6) 53560 HULL STREET SAN DIEGO CA 92152-5001 619-553-3799 FOB: Destination	N6600B

The following Delivery Schedule item has been added to CLIN 4026:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
07-SEP-2015	1	SPAWAR SYSTEM CENTER PACIFIC (b)(6) 53560 HULL STREET BLDG 1, FLOOR 1 SAN DIEGO CA 92152-5001 619-553-3799 FOB: Destination	N66001

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from

(b)(4) to (b)(4)

CLIN 4026:

BN: 1741810 M3SP 310 00039 0 050120 2D 000000 A80002038171 (CIN 130039208700017) was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN BN has been added.

The CIN 130039208700017 has been added.

The Cost Code A80002038171 has been added.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Kongsberg Underwater Technologies Inc. (KUTI)

Woods Hole Oceanographic Institution (WHOI)

Whitney, Bradley, and Brown Inc. (WBB)

Dayton T. Brown (DTB)

Certified Technical Experts, Inc.

(End of clause)

(End of Summary of Changes)